

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council members

FROM/PHONE: Bonnie Stafiej, Special Projects Director, 797-1163

SUBJECT: Resolution

DISTRICT AFFECTED: All Districts

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE

CONTACT PERSON: Bonnie Stafiej, Special Projects Director, 797-1163

REPORT IN BRIEF: This is a lease agreement presented by The Florida Department of Transportation. FDT wishes to lease the Bergeron Rodeo Grounds to host the Fifth Annual Broward County Construction Career Days on November 7, 2005, at 8:30 a.m. and ending at 10:30 p.m. on November 10, 2005. The rental fee and additional costs total \$2,937.70 for the four day event.

PREVIOUS ACTIONS: The Florida Department of Transportation has leased the arena for this community event for the past five years. The community has responded positively to the career opportunities made available through the program. The event has doubled in both vendors and residents seeking career changes.

CONCURRENCES:
N/A

FISCAL IMPACT: The cost to the Town of Davie is \$500.00. This cost includes ground preparation, clean-up, utilities, and staffing.

RECOMMENDATION(S): Motion to Approve Resolution and Lease Agreement

Attachment(s): 1) Resolution
2) Exhibit "A" Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE

WHEREAS, the Town of Davie is desirous of renting Bergeron Rodeo Grounds of Davie, Florida to present cultural and recreational events to the residents; and

WHEREAS, The Florida Department of Transportation, wishes to lease the Bergeron Rodeo Grounds to host Broward County Construction Career Days on November 7, 2005, at 8:30 a.m. and ending at 10:30 p.m. on November 10, 2005 and;

WHEREAS, The Florida Department of Transportation requests that the Town Council approve the rental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into A lease agreement which is attached as "Exhibit A".

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA FACILITY LEASE

THIS AGREEMENT, made and entered into this 10 day of Sept 16, 2005 by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called the Town, and the herein called Lessee, whose address is:

**Florida Department of Transportation
1007 Desoto Park Drive
Tallahassee FL 32301**

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the following facilities: Bergeron Rodeo Grounds of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: Construction Career Day and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of four days commencing at 8:00 a.m on the 7 day of November, 2005 and ending at 10:30 p.m on the 10 day of October, 2005. This includes move-out time.

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of \$150.00 in order to secure requested date(s). If the event that is the subject matter of this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property of the Town of Davie to be applied toward any damages suffered by the Town as a result of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied to the rent. The Lessee agrees to pay to the Lessor the rental one thousand five hundred dollars (\$ 1,500.00), which is due two weeks prior to the scheduled event. **This payment is due October 21, 2005**

The following clauses are being added to the contract for clarity and are now part of the collective contract and are legal and binding.

Move in and Move -Out

On November 7, 2005, It is the responsibility of Florida Dept. of Transportation to have alert staff on the grounds during all hours of the event move-in. It is also the responsibility of the Florida Dept. of Transportation to have alert staff on the grounds on Friday, November 10, 2005 from 2:30 p.m. to 10:30 p.m. to supervise the event move-out. Florida Dept. of Transportation Staff must remain at the facility to supervise the removal of **all tables, chairs, pipe drape, and heavy equipment is removed out of the arena. Town staff will report to the arena at 10:30 p.m. on November 10, 2005 to turn out lights and lock remaining gates.**

Security

1) Florida Dept. of Transportation must pay for one (1) Davie police officers to maintain order and to protect persons and property over see the security of the event beginning on November 8, 2005 at 8:30 am until 2:30 p.m (6hours) November 9, 2005, 8:30 a.m to 2:30 p.m and from 4:00 p.m to 9:00 p.m (11 hrs) and November 10, 2005 8:30 a.m to 2:30 p.m (6 hours). **Total number of hours is 23 hours x \$49.40 per hr = \$1,136.20.** This payment is due October 21, 2005. Check is to be made payable to the Davie Police Department and delivered to the Special Projects Department.

2) All vendors must supply their own trash cans for their booth space. Vendors must keep their booth free from trash. Each vendor must clean up their space each evening upon closing. At the end of the event, all vendors must take all display items with them and clean the booth area to the condition it was when they arrived.

3) The Town of Davie concessionaire will have exclusive rights to all beverages and all other foods items Catering must be arranged through PCI Concessions. All trash clean up at and under the pavilion will be performed by PCI and Florida Dept. of Transportation volunteers.

4) No open pit fires are permitted, vendors may not operate equipment without placing tires for the arm of the equipment to rest on and a tire area for arm to drop. Damage to grass and grounds will be charged to Florida Dept. of Transportation

Trash Clean Up and Dumpsters

- 1) Town of Davie will add one additional dumpster for trash. This dumpster must be supplied by the Town of Davie trash contract to ensure the dumpster is emptied in a timely manner.
- 2) Florida Dept. of Transportation will pay for three (3) clean up workers and one supervisor on November 10, 2005 from 2:30p.m to 5:30 p.m. (3 men x min of 4 hours each = twelve hours (12) **Total \$102.60 to prepare facility.**
- 3) Additional Clean-up supplies **Total cost is \$198.90**

Passing Out Promotional Materials, and Snipe Signs

As per Ord. No. 90-58, no snipe signs (flagging cars in parking lots, posting signs on streets) will be permitted during, before or after any event held in the Town of Davie. Promotional material may be passed out inside the arena fences during an event. It is the responsibility of Florida Dept. of Transportation to inform the their vendors. Snipe clean-up of parking lots and surrounding area will be charges to Florida Dept. of Transportation.

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie Special Projects Office located at, 6591 Orange Drive, Davie, FL 33314; /attention Special Projects Director. Lessee shall pay to Town on demand any sum which may be due to the Town for additional service, accommodations or materials furnished or loaned by said Town, and permit said Town, in case of Lessee's failure to pay such sum, or to comply with this agreement, payment will be secured by a Lessee's Service Bond as outlined in paragraph 6 and to secure said Town against loss.
2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of the appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.
3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at the date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

GROUND PREPARATION

The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to provide equipment to prepare grounds to their specific needs through out the lease duration.

INSURANCE

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expenses arising out of any claims for personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract.
5. The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

6. SECURITY/EMS BOND

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director to pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event.

Lessee will comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and all rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

ADVERTISING

9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final.

9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The designated advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules : No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

CONCESSIONS AND GIVE AWAYS

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles. The Town may conduct checkrooms, to control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.
12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.
13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of the Town.
14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.
15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.
16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for each evening the premises are open to the public or trade during the term of this lease.
17. The auditorium employees and concessionaires shall at all times have free access to said premises.

PARKING

- 18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the sole right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after each event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using these properties.
- 18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.
- 18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicles may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.
- 19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.
- 19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.
- 20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and/or agencies in accordance with established rates and policies unless otherwise provided in the following space.

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform to arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

22. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of the failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to or on the demised premises.

23. In case the said facility or any part thereof shall be destroyed or damaged by fire, water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Town impossible, including, without limitation there to, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

25. Lessee hereby waives all right under the Constitution and Laws of the State of Florida or any other source to claim personal property exempt as against any liability, debt or obligation arising under this contract.

26. In the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Town is acting for the accommodation and sole benefit of the Lessee and as to such receipts and funds the Town shall be responsible only for gross neglect or bad faith.

27. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

28. That all terms and conditions of this written lease shall be binding upon the parties, their heirs, successors, representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

29. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor:

Town of Davie
6591 Orange Drive
Davie, Florida 33314

**Florida Department of Transportation
1007 Desoto Park Drive
Tallahassee FL 32301**

30. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

31. Time is of the essence of this Lease and all of its provisions.

32. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the costs in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.

33. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.

34. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.

35. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

36. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF DAVIE

Witnessed by:

Attested:

Witnessed by:

Corporate Seal/Notary Seal

Date

By: _____
Mayor/Town Administrator

Name(Print)

Address

City, State, Zip Code

Social Security Number

Date of Birth

Signature